CONTRACT #: 1198-11-BEN

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract between
Clark County
Acting by and Through Its
Clark County Parks and Recreation Department
Clark County Shooting Park
2601 E. Sunset Rd
Las Vegas NV 89120
www.accessclarkcounty.com/parks/Shooting_Park.htm
Contact: Don Turner, Shooting Park Manager
dturner@co.clark.nv.us ~ Cell: (702) 239-4446
ph: (702) 455-8199 ~ fx: (702) 383-3307
T81026920

and

The State of Nevada
Acting By and Through Its
Department of Employment, Training and Rehabilitation
Rehabilitation Division
Bureau of Services to the Blind and Visually Impaired (BSBVI)
Business Enterprises of Nevada (BEN)
Contact: Billie Tucker ~ btucker@nvetr.org
500 E Third Street
Carson City NV 89713
ph: (775) 684-3900 ~ fx: (775) 684-3848

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval to December 31, 2011, unless sooner terminated by either party as set forth in this Contract.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: STATEMENT OF STIPULATIONS
ATTACHMENT B: ITEMS FOR FURNISHING KITCHEN
ATTACHMENT C: LETTER TO DONALD M. TURNER

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7. CONSIDERATION. Clark County, Parks and Recreation Department, Clark County Shooting Park and the BSBVI/BEN agree to provide the services set forth in paragraph (6). BEN shall pay 60% of the monthly electricity charge as levied against the Shotgun Center Building. In addition, BEN shall pay a $10.00 electricity fee per vending machine per month for vending machines not located at the Shotgun Center Building, but within the Clark County Shooting Park. This fee is due within 30 days of receipt of the statement provided by the County. Checks shall be made payable to Clark County and shall be sent to County’s Designated Representative. The total amount of this contract is not to exceed $96,000 for the term of the contract. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.
8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. INSPECTION & AUDIT.
   a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.
   b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General’s Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
   c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. BREACH: REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys’ fees and costs.
11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.
14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be considered under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Signature Date

Chairperson, Clark County Commission

Deborah Braun Date

Administrator, Rehabilitation Division

Larry J. Mosley Date

Director, Dept. of Employment, Training & Rehabilitation

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

Mary Ann Peterson, Deputy District Attorney, Clark County

On March 17, 2009 (Date)

Deputy Attorney General for Attorney General, State of Nevada

On (Date)
STATEMENT OF STIPULATIONS

Between

Clark County Nevada
Through its Department of Parks & Recreation

And

The State of Nevada,
Department of Employment, Training and Rehabilitation
Rehabilitation Division
Bureau of Services to the Blind and Visually Impaired (BSBVI)
Business Enterprises of Nevada (BEN)

This Statement of Stipulations is made and entered into pursuant to the provisions of NRS 277.180 by and between Clark County and the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada, of the Rehabilitation Division of the Department of Employment, Training and Rehabilitation hereinafter referred to as “BEN”, for the operation of food services at the Clark County Shooting Park (CCSP), a Clark County Parks and Recreation Department facility.

Definitions

As used in this Statement of Stipulations, the following terms have the meanings ascribed below:

“BEN” means the Bureau of Services to the Blind and Visually Impaired/Business Enterprises of Nevada.

“Snack Bar” means the food preparation area (at the Shotgun Center), the multiple purpose room (at the Shotgun Center) and the outdoor dining area (at the Shotgun Center), vending machines (soda, water, ice), and mobile food services for Clark County sponsored events at the CCSP.

“CCSP” means the Clark County Shooting Park, a recreational facility owned and operated by Clark County.

“County” means Clark County, a political subdivision of the State of Nevada, acting through its Department of Parks and Recreation.

“Facility” means the CCSP snack bar at the shotgun center.

“Operator” means the licensed Operator assigned to the Snack bar at the Shotgun Center by BEN.

”Property” means the Clark County Shooting Park and items associated with the work, materials or equipment at that location.
General Terms

1. This Interlocal Agreement applies to the snack bar at the CCSP. It shall not be construed to create a contractual relationship of any kind between County and Operator or between County and a contractor or sub-contractor or between any persons or entities other than as specifically identified in this Agreement. Nothing contained herein or any subcontract awarded by BEN and/or its Operator shall create any contractual relationship between any such subcontractor and County. No subcontract entered into by BEN and/or its Operator shall relieve BEN and/or its Operator of the performance of any work required by this Agreement.

2. County and BEN respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. BEN shall select, train, license, and assign qualified blind persons to be Operator in this Agreement pursuant to NRS 426.670 (1) (c).

3. County shall offer any catering services to BEN and/or its Operator for County sponsored activities at the CCSP. If BEN and/or its Operator is unwilling or unable to meet the catering request or does not meet the preference of the CCSP request, CCSP may use outside catering services not connected with BEN and/or its Operator. Events not sponsored by the County may provide catering services outside this Agreement.

4. The public hours of CCSP operation are from 7:00 a.m. to 7:00 p.m. Wednesday through Sunday, with league nights on Wednesdays and Thursdays to 10:00 p.m. CCSP is open for non-public hours from 8:00 a.m. to 5:00 p.m., Mondays and Tuesdays. It is closed on Thanksgiving, Christmas Eve, and Christmas Day.

5. Pursuant to a prior agreement (October 4, 2007 included as Attachment C), BEN and/or its Operator shall operate the snack bar at the CCSP. The snack bar shall be open for customer service and shall operate Monday through Sunday during the hours of operation agreed upon by the Director of the Department of Parks and Recreation, or his designee, and BEN and/or its Operator.

6. The snack bar’s multi-purpose room shall be shared with CCSP and registered user groups who may need to use the room for registration for events. This shall only occur if it does not interfere with BEN’s and/or its Operator’s business. This is a short term issue until a “squad area” is provided by the County.

7. The convenience store at the CCSP shall be operated by County and does not conflict with BEN requirements. County may, at its sole discretion, choose to purchase food items from BEN and/or its Operator for the convenience store.
8. County requires a clean, sanitary, and professional food operation at CCSP, including but not limited to, quality foods, reasonable prices, variety in menu and superior customer service provided by a clean, neat, well-trained and qualified staff.

9. If County determines the performance of BEN’s Operator is unsatisfactory, BEN shall immediately remove its Operator, present County with options, and provide continuous service until a determination of replacement has been made. The removal of Operator is governed by NAC Chapter 426.

10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

11. No oral understanding or verbal agreement shall be binding on any of the parties hereto.

**BEN Obligations**

12. BEN and/or its Operator shall be financially responsible for sixty percent (60%) of the monthly electric utility charges to CCSP’s Enterprise Fund for the Shotgun Center. In addition, a $10.00 electricity fee per vending machine per month for vending machines not located at the Shotgun Center building, but within the Shooting Park will be assessed. Electric utility fees and vending machine electricity fees are due within thirty days of receipt of the statement provided by County each month. Checks shall be made payable to Clark County and shall be sent to County’s designated representative. At the beginning of each fiscal year, the monthly percentage and amount per vending machine may be adjusted to reflect any necessary correction in the amount of electricity used by either party in this Agreement. Thereafter, the revised percentage of utility fees shall be paid monthly for the ensuing fiscal year.

13. BEN and/or its Operator shall provide for pumping of the grease trap, and grease/oil disposal with direct payments to the vendor providing the services. BEN and/or its Operator shall provide for external grease/oil disposal system/removal. BEN shall ensure the frequency of pumping is in compliance with all federal, state, regional, and local requirements

14. BEN and/or its Operator shall be responsible for the cost of telephone and point-of-sale credit and debit services. County shall provide appropriate access to phone lines and phone jacks in service area. BEN and/or its Operator may elect to provide security alarm system for the snack bar directly with the security vendor utilized by the County.

15. The costs of some of the equipment for food services at the Shooting Park will be paid to County by BEN according to Items for Furnishing Kitchen area of Clark County
Shooting Park’s Shotgun Center for Operator’s Use (Attachment B). In addition, all other equipment and accessory items, both expendable and not-expendable, for providing snack bar service shall be provided by BEN and/or its Operator at its own expense. These include, but are not limited to; refrigeration, garbage, storage, telephones, telephone service, facsimiles, computers, furniture, tray guards, serving trays, dishes, utensils, condiment containers, cash registers, tables and chairs, food transportation, labor, cleaning, cleaning supplies, pest control, incidentals, disposable eating utensils and recyclable containers for food purchases. All equipment shall be in accordance with the specifications approved and provided by County.

16. BEN and/or its Operator shall be responsible for securing and paying for all Federal, State and local licenses, permits, and taxes, including but not limited to sales taxes, levies, duties, fees, and assessments of every nature required for the provision of services by BEN and/or its Operator required under this Agreement.

17. BEN and/or its Operator is responsible for all waste lines and water lines above the surface of the floor.

18. BEN and/or its Operator shall, at all times of service and in open view, post a complete and current menu containing approved menu selections and prices.

Cleanliness/Sanitation

19. BEN and/or its Operator shall ensure the sanitary operation of the snack bar. BEN and/or its Operator shall comply fully with all County requirements and all applicable health codes. The rating achieved on the most recent health inspection shall be posted in a conspicuous location at all times.

20. BEN and/or its Operator shall ensure that all property it services is maintained in a clean and sanitary manner. Tables and chairs shall be wiped down to maintain an attractive appearance and sanitary use. Clean shall be construed to mean the removal of trash, dirt, dust, lint, marks, stains and spots. This general definition is not exclusive. Floors, surfaces in the dining areas and work areas, including but not limited to food preparation and storage spaces, as well as areas behind serving counters, shall be kept clean and free of dirt and debris.

21. The area BEN and/or its Operator services shall be subject to inspection by all applicable Federal, State, and Local Agencies, including but not limited to, County and the Health District. Any deficiencies noted by such inspections shall be corrected within the time period required. County reserves the right to inspect the service area and equipment when and as often as it so chooses.

22. In addition, BEN and/or its Operator is/are responsible for pest control for the snack bar, including all areas and equipment it services.

County Obligations
23. County shall designate a representative to work with Ben and/or its Operator.

24. Clark County has the right to review and comment on all changes in menu offerings, prices and service. If at all possible, Clark County shall be given 30 days notice of all changes in menu offerings, prices and service.

25. County is financially responsible for the structure, floors, counters, sinks, exhaust hoods, heat and cooling build-out costs.

26. County shall maintain waste lines and water lines under floors and inside walls.

27. County is responsible for general building maintenance.

**Deliveries**

28. All incoming shipments of products, food items, materials and supplies shall be to BEN and/or its Operator’s account. Under no circumstances shall shipments for the operation of the snack bar be made or invoiced to or received by County. BEN and/or its Operator shall arrange for product deliveries to be made to the Facility’s loading dock to minimize inconvenience to the CCSP and County employees.

**Employment**

29. BEN and/or its Operator shall comply with all Federal, State and Local compensation, wage and labor laws, including but not limited to the Civil Rights Act of 1964, as amended, and Section 503 of the Rehabilitation Act of 1973; as amended.

30. Selection of personnel for BEN and/or its Operator shall be the sole responsibility of BEN and/or its Operator. All agents, employees and subcontractors shall be thoroughly trained and experienced in dining facility services, including but not limited to customer service expectations, sanitation standards and cleaning procedures; uniform dress and identification standards; personal habits and hygiene commitment to food services; food preparation methods and procedures; and firearms safety procedures; and shall possess all required work cards, permits and/or license. County shall have no direct control over agents, employees or subcontractors of BEN and/or its Operator. Any provision for such control shall be exercised only through BEN and/or its Operator.

31. BEN and/or its Operator shall hire, administer, supervise and train appropriate personnel to operate in accordance with this Agreement. As required by per Clark County Code, all employees, subcontractors and agents are required to pass a state and local security background investigation in accordance with federal employment law. Any agent, employee or subcontractor who fails such background investigation shall promptly be removed and replaced.
32. BEN and/or its Operator shall furnish its agents, employees and subcontractors with uniforms at the sole cost of BEN and/or its Operator. The design shall be at BEN’s and/or its Operator’s discretion; but is subject to review and approval by County.

33. BEN’s and/or its Operator’s manager or designated supervisor shall be available, on site, during all hours of its operations, including food preparation, cleanup and closing times.

34. CCSP shall provide designated parking spaces for BEN’s and/or its Operator’s employees and its employees shall park only in those designated spaces. Vehicles belonging to employees and parked in customer spaces shall be towed at the employee’s expense.

**Indemnification**

35. County and BEN and/or its Operator hereby waive any and all right of recovery from each other for the loss to personal or real property, or loss of use thereof, however occurring, to the extent that such losses are insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policies of insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

36. BEN and/or its Operator herein indemnifies and holds County harmless from any liability on account of any and all such taxes, levies, duties, assessments, deductions and/or financial obligations incurred by BEN and/or its Operator. County shall not be responsible for any loss to BEN and/or its Operator due to temporary suspension of operations, regardless of cause. Such suspensions may be due to, but are not limited to, mechanical failure of equipment, acts of God, fire, war, loss or shortage of supply, transportation, facilities, lockout or commandeering of raw materials, products, plants or facilities or suspension of operations by County.

**Insurance**

37. BEN acknowledges the State of Nevada maintains a program of self-insurance.

**Miscellaneous Provisions**

38. County shall respond to reasonable requests made by BEN and/or its Operator for feedback regarding its services.

39. From time to time during the course of this Agreement, BEN and/or its Operator may conduct surveys of the food service customers. County shall continuously place customer survey cards in the snack bar and shall collect completed cards on a regular basis. Parties shall share results of all customer surveys with each other.
Upon termination of this Agreement, BEN and/or its Operator shall return the facilities to
the same or equal condition as when originally received, normal wear and tear excepted.
Upon the termination of this Agreement, BEN and/or its Operator shall be responsible for
thoroughly cleaning the facilities.

40. There shall be no office space provided by County for BEN and/or its Operator in
the Shotgun Building. However, BEN shall have the right to the first RV parking spot
located in front of the Shotgun Building rent free in order to locate a portable building or
trailer within the space for office and storage space. BEN shall pay for utilities for this
portable building or trailer.

41. BEN and/or its Operator shall not, without prior written consent from County,
renovate, rearrange, repair or remodel the facilities. Upon receipt of written consent from
County, such work shall be paid for by BEN and/or its Operator. Any repair of
equipment owned by BEN and/or its Operator requiring structural changes to County
property requires prior written approval by County and such repair shall be at BEN’s
and/or its Operator’s sole expense.

Risk Prevention/Management

42. BEN and/or its Operator shall promptly take all reasonable and necessary
precautions against any condition, which may present a risk of loss, theft or damage to
the property. BEN and/or its Operator, agents, employees and subcontractors shall at all
times conduct operations under this Agreement in a manner to avoid the risk of personal
injury, or of property loss, theft, or damage by vandalism, sabotage or other means.

43. BEN and/or its Operator shall continuously inspect all work, materials, and
equipment located on the property to discover and determine any such condition(s) and
shall be solely responsible for discovery, determination and correction of any such
condition(s). BEN and/or its Operator shall prepare and maintain accurate reports of
incidents of loss, theft or vandalism and shall furnish the reports to County. BEN and/or
its Operator shall report to County within 24 hours of its/their knowledge of any security
event or employee injury.

Safety/Security

44. BEN and/or its Operator shall comply with County security procedures and
guidelines. BEN shall be given a copy of Clark County’s security procedures.

45. County shall provide BEN and/or its Operator with keys as appropriate for
facility, food preparation, and storage and distribution areas. BEN and/or its Operator
shall be responsible for the control and safekeeping of keys issued by County. BEN
and/or its Operator is/are expressly forbidden from making duplicate keys without prior
written permission from County. Upon separation of employment by BEN and/or its
Operator and/or termination of this Agreement or an agreement between BEN and its
Operator, all security badges and keys shall be returned to County. If BEN and/or its
Operator, employee, agent, or subcontractor loses a key, BEN and/or its Operator shall be responsible for the cost of re-keying. County shall accomplish all re-keying at the sole expense of BEN and/or its Operator. County shall provide for the security of the snack bar area and shall restrict access to the area by unauthorized individuals without prior notice to BEN and/or its Operator.

46. BEN and/or its Operator shall ensure safe and secure storage of all products on site.

47. BEN and/or its Operator shall secure all areas of its/their responsibility from public access outside the hours of operation. County reserves the rights to use the multi-purpose area at its discretion and shall be responsible for returning the area to its original state after any such use.

48. BEN and/or its Operator shall be responsible for the periodic fire suppression, recharging and cleaning of all hood and vent cleaning systems and grease traps located within the grill hoods or the food preparation area. All costs associated with these activities are the sole responsibility of BEN and/or its Operator. The regularity and methods of cleaning and maintenance shall be in accordance and compliance with federal, state and local laws, including but not limited to health codes and regulations, and fire codes and regulations.

49. BEN and/or its Operator shall provide to County a duplicate copy of each contract between BEN and/or its Operator and any cleaning and maintenance agency(s) for said work. It is BEN’s and/or its Operator’s obligation to keep the system clean at all times to avoid fire hazard.

Recycling/Trash

50. BEN and/or its Operator shall provide adequate number and size of receptacles for trash inside the facilities. Receptacles shall be marked in such a fashion as to solicit cooperation in the placement of trash therein. BEN and/or its Operator shall be responsible for removing all trash and garbage to trash dumpsters. BEN and/or its Operator shall, at all times, keep the trash area walkway clear.

51. Pursuant to Clark County Code 19.04.030, BEN and/or its Operator shall not provide glass containers at either the snack bar facility or in any Vending machine. Vending machines shall be cleaned and maintained by BEN and/or its Operator in accordance with manufacturer instructions. As required in SAM 0333.0, where vending machines that dispense beverage in aluminum cans, or if BEN contracts with an outside vending provider to service vending machines which dispense beverage in aluminum cans, BEN shall ensure that:

a. A bin or other suitable receptacle for the collection of empty cans is provided, and
b. The recycled materials are periodically collected and delivered to an appropriate recycling center or nonprofit organization that collects cans.

52. BEN and/or its Operator shall ensure recycling containers are emptied on a routine basis sufficient to keep the area clean and free of overflow.

**Vending**

53. County may require BEN to provide food and beverage vending machines or free standing carts which are independent of the food service facility. County shall determine location and placement of any machines or carts in the CCSP. No machine or cart shall be placed in the CCSP without prior written approval from County.

54. County may require addition or deletion of any machine or cart at any time throughout the term of this Agreement.

55. Maintenance, stocking, security, clean-up, and any and all servicing associated with any machine or cart shall be the responsibility of BEN and/or its Operator.

56. Vending services shall be available during hours agreed upon between BEN and County. Vending machines shall have the light bulbs removed because of the outdoor locations, no public use at night, and to reduce nuisance light.

57. In addition, BEN and/or its Operator shall develop a system by which problems with coin-operated vending machines may be addressed and it shall be reviewed and approved by County prior to commencement of operations.

58. BEN and/or its Operator shall ensure that vending machines located within CCSP are maintained with a sufficient supply of beverages.

59. Vending machines shall be constantly stocked and selections shall not remain empty for more than four hours on weekends. BEN shall have appropriate signage/stickers measuring approximately 4” x 6” placed upon each vending machine with the name and telephone number of the entity for patrons to contact in case of problems and issues associated with the vending machines.

60. BEN and/or its Operator shall address supply concerns or complaints regarding machine malfunction, within sixteen (16) working hours.
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**TOTAL** $56,964.15
October 4, 2007

Mr. Donald M. Turner
Clark County Shooting Park Manager
5710 Simmons Street #125
North Las Vegas, 89031

Dear Mr. Turner:

Under NRS 426.640, "for the purpose of providing blind persons with remunerative employment, enlarging economic opportunities of blind persons and stimulating blind persons to greater efforts to make themselves self-supporting with independent livelihoods," blind persons licensed by BSBVI have "priority of right" to operate vending facilities on public buildings or properties.

Under NRS 426.660, when new construction, remodeling or improvement of public buildings is authorized, "consideration must be given to planning and making available suitable space and facilities for vending stands operated by blind persons."

The BSBVI has established a program, Business Enterprises of Nevada (BEN) for individuals who are blind or visually impaired. This program promotes the development of successful independent businessmen and women to operate various vending operations throughout the State of Nevada. Examples of vending operations include cafeterias, snack bars, vending machines and the like.

In regard to the areas under construction, the BEN Program intends to exercise our priority of right for the Cafeteria at the Shotgun Range and vending machines located at the Department of Parks and Recreation, Clark County Shooting Park. We will waive our right of priority to the convenience store so long as it operates as such, and not in direct competition with the Cafeteria.

In regard to future areas, the BEN Program will waive our right of priority for five years to the proposed Restaurant at the Visitor Center. The BEN Program intends to exercise our priority of right to furnish mobile food service to various ranges as they are constructed.

I will have BEN staff contact you within the next two weeks to begin negotiations on a formal Interlocal Agreement between the State of Nevada and Clark County.

Sincerely Yours,

Katherine Yonkers
Chief, Business Enterprises of Nevada
1370 S. Curry Street
Carson City, NV 89703-5146
775-684-4071
klyonkers@nv detr.org